

**CONTRACT #4**  
**RFS # 402.00-427**

**Department of**  
**Transportation**

**VENDOR:**  
**Intergraph Corporation**



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
Planning Division  
SUITE 900, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0344  
Voice: 615-741-3421  
FAX: 615-532-8451

RECEIVED

APR 22 2005

FISCAL REVIEW

April 15, 2005

M. D. Goetz, Jr.  
Commissioner  
Department of Finance and Administration  
Tennessee State Capital  
Nashville, TN 37243-0285

And

Honorable James W. White  
Executive Director  
Fiscal Review Committee  
8<sup>th</sup> Floor Rachel Jackson Building  
Nashville, TN 37243

Re: 402.00-427 Tennessee Roadway Information Management System (TRIMS) Computer Software Modification Contract

Gentlemen:

The Department of Transportation (TDOT) respectfully requests approval of a non-competitive procurement process for the referenced project. The project contract is for a term of five years beginning on July 1, 2005 and ending June 30, 2010. It will require funding in the amount of \$1,245,000.00, financed with 100% state funds.

We believe a non-competitive process is in the best interest of the State because this contract will be a five (5) year working technology transfer from Intergraph Corporation to the TDOT's Information Technology (IT) Division.

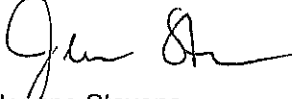
At this time, TDOT's Information Technology Division does not have adequate staff with the necessary experience or expertise to maintain the TRIMS application code. This contract will provide for a gradual and orderly transfer of technology from Intergraph Corporation to TDOT's own information technology staff. TRIMS Task Order Requests will be coordinated and jointly staffed by Intergraph Corporation, the TDOT TRIMS Section, and TDOT IT staff.

The original 1996 contract was awarded by TDOT to Intergraph Corporation as the result of a competitive bid process. Only two vendors responded to the Request for Proposal (RFP). In the evaluation process, Intergraph Corporation met all the grading criteria as set forth by TDOT.

As this contract involves a five (5) year working technology transfer from Intergraph Corporation to TDOT staff, we do not foresee another vendor willing to commit the resources and time at a reasonable cost to the Department. Based on current costing formulas used in systems application for the transportation industry, the cost to TDOT for another vendor willing to perform this contract is in the range of \$1,950,000.00 - \$2,327,000.00. This price does not include TDOT's time and cost in the development and processing of the RFP. If TDOT required a competitive bid process again, the cost, time, and effort of such a process could result in TDOT not meeting federally mandated reporting requirements and potential loss of federal highway funds. The cost and timeliness in a vendor change would be a major business and financial setback for TDOT and not in the State's best interest.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanne Stevens", written over a horizontal line.

Jeanne Stevens  
Director

# REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

RFS # 402.00-427

STATE AGENCY NAME : Department of Transportation (TDOT)

SERVICE CAPTION : Tennessee Roadway Information Management System (TRIMS) Computer Software Modification Contract

PROPOSED CONTRACTOR : Intergraph Corporation

CONTRACT START DATE : July 1, 2005  
(if date is < 60 days after F&A receipt, attach required explanation)

LATEST POSSIBLE END DATE : June 30, 2010  
(including ALL options to extend)

TOTAL MAXIMUM COST : \$ 1,245,000.00  
(including ALL options to extend)

APPROVAL CRITERIA : ☒ use of Non-Competitive Negotiation is in the best interest of the state  
(select one)

☐ only one uniquely qualified service provider able to provide the service

ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)

(1) description of service to be acquired :

This contract will be a five (5) year working technology transfer from Intergraph Corporation to TDOT's Information Technology (IT) Division. Maintenance for the TRIMS system will consist of software and database modifications and Geographic Information System (GIS) integration services as it pertains to the TRIMS client/server system. Intergraph shall ensure TRIMS remains Y2K compliant after performing any maintenance, upgrades, or revisions. Such compliancy shall be made in writing with each software delivery to the State. During year one, a TRIMS Priority Tasking Plan will be implemented to coordinate the technology transfer of TRIMS computer software maintenance from an Intergraph Corporation contract to a TDOT IT staff supported environment. TRIMS Task Order Requests will be coordinated and jointly staffed by Intergraph Corporation, the TDOT TRIMS Section, and TDOT IT staff. The TDOT IT staff, with Intergraph Corporation coordination and support, will provide software and database modifications and GIS integration services on selected TRIMS Task Orders.

(2) explanation of the need for or requirement placed on the procuring agency to acquire the service :

Intergraph Corporation developed TRIMS in previous contracts with the Department of Transportation. Most of the code is written in PowerBuilder. At this time, the Department does not have adequate staff with the necessary experience or expertise to maintain this code. This contract will provide for a five (5) year working technology transfer from Intergraph Corporation to TDOT's Information Technology (IT) Division. TRIMS Task Order Requests will be coordinated and jointly staffed by Intergraph Corporation, the TDOT TRIMS Section, and TDOT IT staff. This contract requires Intergraph to provide TRIMS maintenance for software and database modifications and GIS integration services. Any software modifications will be performed on the licensed, unaltered release of the software comprising the TRIMS system. Use of Intergraph will allow one development team to make software modifications and GIS integration services to the TRIMS system.

**(3) explanation of whether the service was ever bought by the procuring agency in the past, and if so, what method was used to acquire it :**

Intergraph Corporation developed TRIMS in previous contracts with the Department of Transportation. The Department chose Intergraph as the result of a competitive bid process to convert the TRIMS mainframe system to an Oracle data base client server system in 1996. Intergraph Corporation has maintained the TRIMS monthly software correction and compatibility upgrades contract since the original competitive bid.

**(4) name and address of the proposed contractor's principal owner(s) :**  
(not required if proposed contractor is a state education institution)

Intergraph Solutions Group, 170 Graphics Drive, Madison, AL 35758

**(5) evidence that the proposed contractor has experience in providing the service and evidence of the length of time the contractor has provided service :**

Intergraph Corporation has maintained the software maintenance contract since the original competitive bid. The TRIMS maintenance process is involved and complex. It involves route modifications, functional classification changes, and inventory maintenance of not just highway data but also crash data, traffic, intersections, structures, railroad grade crossings, pavement management, photolog, mapping, and many other data related areas. Close communications and coordination is critical to timely TRIMS updates. Expertise in the understanding and application of relational databases using a Linear Reference System (LRS) is not common in the transportation software development community. Intergraph Corporation is an experienced leader in working with federal and state transportation departments. They developed TDOT's existing TRIMS Oracle roadway database system. It now includes over 500 data and work tables, over 112,000 routes in the Roadway System table, 65+ report programs, 13+ query programs, 25+ maintenance modules, 15+ importing modules, 2 Photolog queries, and GeoMedia GIS Mapping programs. They fully understand LRS and software requirements the Department uses for its Geographic Information System. They have a very good understanding of existing systems and the Department's business and process flow. Even with years of specialized experience, the project has been a learning experience for both TDOT and Intergraph Corporation. We have achieved many innovative features and functions that are unique in the state transportation field.

**(6) documentation of OIR endorsement of the Non-Competitive procurement request :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**(7) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :**  
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**(8) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :**

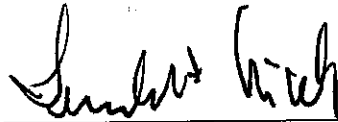
In 1996 when the Department awarded the contract to Intergraph Corporation as the result of a competitive bid process, only two vendors responded to the Request For Proposal (RFP). In the evaluation process, Intergraph Corporation met all the grading criteria as set forth by the Department. As this contract involves a five (5) year working technology transfer from Intergraph Corporation to TDOT's Information Technology Division, we do not foresee another vendor willing to commit the resources and time at a reasonable cost to the Department. Based on current costing formulas used in systems application for the transportation industry, the cost to the Department for another vendor willing to perform this contract is in the range of \$1,950,000.00 - \$2,327,000.00. This price does not include the Department's time and cost in the development and processing of the RFP. If the Department required a competitive bid process again, the cost, time, and effort of such a process could result in the Department not meeting Federally mandated reporting requirements and potential loss of federal highway funds. The cost and timeliness in a vendor change would be a major business and financial setback for the Department and not in the State's best interest.

- (9) justification of why the state should acquire the service through Non-Competitive Negotiation rather than through a competitive process :  
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

TRIMS is critical in determining the needs and funding for Local Governments, Highway Safety, Local and State Bridge Replacement Programs, Federal Interstate Maintenance funds, Highway Needs Analysis, as well as many other systems within the Department. Maintenance of the TRIMS system is critical to the data integrity of the system. The TRIMS maintenance process is involved and complex. TRIMS interfaces/integrates with TDOT's Pavement Management System, Maintenance Management System, Advanced Traffic Data Analysis Management (ADAM), Evaluation of Roadway Efficiency (EVE), Highway Performance Monitor System (HPMS), and Crash High Hazard Elimination Program. TRIMS provides data and access to the following non-TDOT users: Attorney General's Office, TEMA, FHWA, Department of Safety, Department of Health, Office of Homeland Security, MPOs, County & City Roadway Agencies, universities, and other local government agencies. This contract will be a five (5) year working technology transfer from Intergraph Corporation to TDOT's Information Technology Division. The cost of this contract is far less than the estimated cost of \$1,950,000.00 - \$2,327,000.00 for another transportation industry vendor willing to commit the resources and time. TDOT is very pleased with their past performance and the products they have produced. We very much need to continue this relationship with Intergraph Corporation and feel this contract is in the best interest of the State and the Department until such time when the Department can assume the responsibility of maintaining and making required modifications to the system. We very much need to continue this relationship with Intergraph Corporation and feel this contract is in the best interest of the State and the Department until such time when the Department can assume the full responsibility of maintaining and making required modifications to the system.

**AGENCY HEAD REQUEST SIGNATURE:**

(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)



SIGNATURE DATE:

4/21/05

04/06/2005 06:42 5155320471

OIR ADMINISTRATION

PAGE 01

TDOT IT --

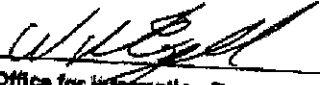
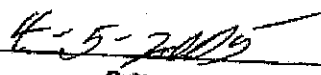
P 1/5

Revised: ctdoc 073104



STATE OF TENNESSEE

**FAX TRANSMITTAL**

To:	Bill Ezell, Chief Executive Officer Office for Information Resources	FAX # 532-0471
	Vic Mangrum, Director, TDOT IT Division	FAX # 741-0861
DATE:	March 24, 2005	
RFS#	402.00-421	
RE:	OIR Procurement Endorsement Documentation for — Tennessee Roadway Information Management System (TRIMS) Computer Software Maintenance Contract	
NUMBER OF FAX PAGES (INCLUDING COVER): 5		
<p>The proposed, service procurement documents referenced above are hereby forwarded to the Office for Information Resources (OIR) for review. The subject scope of services appears to include information systems services or information technology support activities.</p> <p>This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter to determine whether OIR is supportive. Please indicate OIR endorsement of the procurement described by signature below and return this communication at your earliest convenience (note the return FAX number above).</p> <p>If you have any questions or concerns about this matter, please call Vic Mangrum at 615-532-9667.</p> <p>Thank you for your help.</p> <p>Attachment</p>		
OIR ENDORSES THE SUBJECT PROCUREMENT REQUEST		
 Office for Information Resources		 Date

RFS Number:	402.00-427	Contract Number:	
State Agency:	Tennessee Department of Transportation	Division:	Information Technology
Contractor:		Contractor Identification Number:	
Intergraph Corporation		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	630573222-08

**Service Description**

Tennessee Roadway Information Management System (TRIMS) Software Modification Contract

Contract Begin Date	Contract End Date
1-Jul-05	30-Jun-10

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
402	88	083	21	<input type="checkbox"/> on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2006	\$545,000.00				\$545,000.00
2007	\$350,000.00				\$350,000.00
2008	\$200,000.00				\$200,000.00
2009	\$100,000.00				\$100,000.00
2010	\$50,000.00				\$50,000.00
<b>Totals</b>	<b>\$1,245,000.00</b>				<b>\$1,245,000.00</b>

GFDA #	Check the box ONLY if the answer is YES	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)
Name:	Jennifer Herstek	Is the Contractor a VENDOR? (per OMB A-133)
Address:	Suite 800, James K Polk Bldg	
Phone:	Nashville, TN 37243	Is the Fiscal Year Funding STRICTLY LIMITED?
	(615) 741-2261	
Procuring Agency Budget Officer Approval Signature		Is the Contractor on STARS?
		Is the Contractor's FORM W-9 ATTACHED?
		Is the Contractor's Form W-9 Filed with Accounts?

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →			
FY:			
FY:			
FY:			
FY:			
FY:			
<b>Total:</b>			



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
INTERGRAPH SOLUTIONS GROUP**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Intergraph Solutions Group, a division of Intergraph Corporation, hereinafter referred to as the "Contractor," is for the provision of system modification of the Tennessee Roadway Information Management System (TRIMS), as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation. The Contractor's address is:

Intergraph Solutions Group  
170 Graphics Drive  
Madison, AL 35758

The Contractor's place of incorporation or organization is Alabama.

**A. SCOPE OF SERVICES:**

- A.1 The Contractor shall provide maintenance for the TRIMS system which will consist of software and database modifications and Geographic Information System (GIS) integration services as it pertains to the TRIMS system. Maintenance for the TRIMS system is further defined in the following sections. The Contractor shall ensure TRIMS remains Y2K compliant after performing any maintenance, upgrades, or revisions. Such compliancy shall be made in writing with each software delivery to the State.
- A.2 TRIMS maintenance for software and database modifications and GIS integration services may be performed based on written Task Orders issued by the State and accepted by the Contractor. Any software modifications will be performed on the licensed, unaltered release of the software comprising the TRIMS system. The State can initiate such a Task Order by issuing a written or electronic request from the TRIMS Project Manager defining the services desired to the designated Contractor Project Manager. The Task Orders will be firm fixed price. The Contractor will then submit a response to the request which includes a task list, deliverables, cost and applicable assumptions. Alternatively, the Contractor will notify the State of its desire to decline all or part of the Task Order. Upon the State's review and acceptance of the response, a Task Order shall be issued in writing. This written Task Order shall serve as a notice to proceed. Each properly executed Task Order shall be deemed to be incorporated into this agreement.
- A.3 The Contractor shall provide the source code for the software generally referred to as TRIMS that was specifically delivered under the following contracts:
- State Contract FA-96-11807-6-2
  - State Contract FA-97-12214-00
  - State Contract FA-99-13422-00 thru 03
  - State Contract FA-04-15250-00 thru 01

Only the source code for the TRIMS software is being delivered. No source code for any commercial software that is utilized by the TRIMS application is included within the scope of this Contract. Commercial software is other software that may be required in order for the TRIMS software to operate or to provide all of its intended functionality, such as the Contractor's commercial products GeoMedia and AIMView.

Access to the source code shall be restricted to the authorized State employees and subcontractors. In accordance with ownership of the source code, the State shall be free, in any form whatsoever, to maintain, copy, modify, enhance, adapt, translate or use for any purpose for which the State sees fit for its needs.

The Contractor shall deliver to the State with the TRIMS source code the ownership thereof and all copyrights thereto. The Contractor shall retain ownership of all copyrights in and all rights and title to intellectual concepts, procedures, methods, techniques and algorithms used in developing the TRIMS software, with the understanding that the State may utilize all of the above which are delivered as part of the source code for the State's specific benefit.

The State hereby grants to the Contractor, a perpetual, exclusive, irrevocable, unrestricted and royalty free license to continue to use the delivered software for all other applications. Through use of this license the Contractor shall be free to maintain, make copies, modify, enhance, adapt or translate in any form whatsoever, including the preparation of derivative works, without obtaining the permission of the State. Said copies, modifications, enhancements, adaptations or translations in any form whatsoever, including derivative works, may be sold by the Contractor without obtaining the permission of the State.

In accepting the TRIMS source code, the State unconditionally commits not to sell, deliver, loan or provide access to the TRIMS source code to any other party other than the State's authorized employees or subcontractors. The TRIMS source code may be used by the authorized State subcontractors for the purpose of maintaining or enhancing the code for the State only. If a subcontractor is given the TRIMS source code by the state, the Contractor must be notified within thirty (30) days from the day the subcontractor received the source code. Subcontractors will be provided written notification that they are not allowed to sell, deliver, loan or provide access to the TRIMS source code for any reason other than in providing services for the State. The State does retain the right to distribute the compiled, run-time version of the TRIMS application to any entity the State deems necessary as needing access to the TRIMS application or data and the State shall ensure that such entity receiving the software shall subsequently restrict access to the software to authorized individuals.

During the course of the TRIMS Maintenance Contract, the Contractor shall deliver to the State the source code for any enhancements which it implements for the State free of charge.

It is understood and acknowledged that notwithstanding any other oral statements or representations, the Contractor unconditionally disclaims (to the extent permitted by law) all warranties on the source code being furnished, including all warranties of merchantability and fitness of purpose. The scope of this warranty is in lieu of any other warranties, expressed or implied, and represents the Contractor's full and total obligation and/or liability. The Contractor acknowledges that certain limitations set forth in this disclaimer may not apply in some jurisdictions. Furthermore, the Contractor disclaims liability for any consequential, incidental or reasonably unforeseeable damages.

Should the State fail to abide by these terms and conditions, then the delivery of the ownership to the TRIMS source code shall be immediately voided and said source code returned posthaste. The Contractor shall thereupon be free to seek whatever remedy is available in law or equity.

**B. CONTRACT TERM:**

- B.1 Contract Term. This Contract shall be effective for the period commencing on July 1, 2005 and ending on June 30, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed one million, two hundred forty five thousand dollars (\$1,245,000.00). This amount shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2 Compensation Firm. The Payment Rates in Section C.3 and maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to increase for any reason unless amended.
- C.3 Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates for TRIMS database and software maintenance and modifications and GIS integration services as established in Section A.2:

**SERVICE**

**PAYMENT RATE PER TASK ORDER**

- |                                     |                                     |
|-------------------------------------|-------------------------------------|
| 1. Completed Work Plan              | One Quarter (1/4) Task Order Amount |
| 2. Requirements and Design Document | One Quarter (1/4) Task Order Amount |
| 3. Intermediate Progress Review     | One Quarter (1/4) Task Order Amount |
| 4. Acceptance of all deliverables   | One Quarter (1/4) Task Order Amount |

The completed Work Plan, Requirements and Design Document, and Intermediate Progress Review shall be provided in the Contractor's format, subject to approval by the State.

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed service for the amount stipulated.

- C.4 Travel Compensation. The Contractor shall not be reimbursed for actual travel, meals, and lodging expenses.
- C.5 Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6 Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7 Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8 Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1 Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2 Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3 Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4 Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5 Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interests" and "Nondiscrimination" (Sections D.6 and D.7). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensations, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7 Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8 Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9 Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10 Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.11 Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.12 Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.13 State Liability. The State shall have no liability except as specifically provided in this Contract.

D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.15 State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.16 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.17 Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18 Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19 Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2 Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the

appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Kim McDonough, IT Special Projects  
Tennessee Department of Transportation  
Suite 500, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243  
Phone: (615) 532-3875  
Fax: (615) 741-0861

Paul Boyd, Informations Systems Manager 1  
TRIMS Project Manager  
Suite 1000, James K. Polk Building  
505 Deaderick Street  
Nashville, TN 37243  
Phone: (615) 741-3429  
Fax: (615) 532-0353

The Contractor:

Kenneth J. Kavanaugh  
Senior Contracts Administrator  
Intergraph Solutions Group  
26105 Orchard Lake Road, Suite 300  
Farmington Hills, MI 48334  
Phone: (248) 474-7526  
Fax: (248) 474-7406

All instructions, notices, consent, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communications by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4 State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.5. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

E.6. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.

E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.8. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**IN WITNESS WHEREOF:**

**INTERGRAPH SOLUTIONS GROUP**

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**Ken Kavanaugh, Senior Contracts Administrator**

**Date**

**TENNESSEE DEPARTMENT OF TRANSPORTATION**

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**Gerald F. Nicely, Commissioner**

**Date**

Approved as to form and legality:

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**John Reinbold, General Counsel**

**Date**

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

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**M. D. Goetz, Jr., Commissioner**

**Date**

**COMPTROLLER OF THE TREASURY:**

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**John G. Morgan, Comptroller of the Treasury**

**Date**



# **Tennessee Roadway Information Management System (TRIMS) Computer Software Maintenance Contract to Support TDOT Roadway Planning, Design, and Maintenance Decision Making**

## **I INTRODUCTION**

TRIMS is critical in determining the needs and funding for Local Governments, Highway Safety, Local and State Bridge Replacement Programs, Federal Interstate Maintenance funds, Highway Needs Analysis, as well as many other systems within the Department. Maintenance of the TRIMS system is critical to the data integrity of the system. The TRIMS maintenance process is involved and complex. TRIMS is an Oracle roadway database system. It includes over 500 data and work tables, over 112,000 routes in the Roadway System table, 65+ report programs, 13+ query programs, 25+ maintenance modules, 15+ importing modules, 2 Photolog queries, and GeoMedia GIS Mapping programs. TRIMS interfaces/integrates with TDOT's Pavement Management System, Maintenance Management System, Advanced Traffic Data Analysis Management (ADAM), Evaluation of Roadway Efficiency (EVE), Highway Performance Monitor System (HPMS), and Crash High Hazard Elimination Program. TRIMS provides data and access to the following non-TDOT users: Attorney General's Office, TEMA, FHWA, Department of Safety, Department of Health, Office of Homeland Security, MPOs, County & City Roadway Agencies, universities, and other local government agencies. If the State or the Department required a competitive bid process, the cost, time, and effort of such a process could result in the Department not meeting Federally mandated reporting requirements and potential loss of federal highway funds. The cost and timeliness in a vendor change would be a major business and financial setback for the Department and not in the State of Tennessee's best interest. Intergraph Corporation fully understands TDOT's LRS and software requirements the Department uses for its Geographic Information System. They have a very good understanding of existing systems and the Department's business and process flow. TDOT is very pleased with their past performance and the products they have produced. We very much need to continue this relationship with Intergraph Corporation and feel this contract is in the best interest of the State and the Department until such time when the Department can assume the full responsibility of maintaining and making required modifications to the system.

## **II WORK STATEMENT**

This contract will be a five (5) year working technology transfer from Intergraph Corporation to TDOT's Information Technology Division. Maintenance for the TRIMS system will consist of software and database modifications and GIS integration services as it pertains to the TRIMS client/server system. Intergraph shall ensure TRIMS remains Y2K compliant after performing any maintenance, upgrades, or revisions. Such compliancy shall be made in writing with each software delivery to the State.

### **Year One: 12 MONTHS (07/01/2005-06/30/2006)**

This contract requires Intergraph to provide TRIMS maintenance for software and database modifications and GIS integration services. Any software modifications will be performed on the licensed, unaltered release of the software comprising the TRIMS system. Use of Intergraph will allow one development team to make software modifications and GIS integration services to the TRIMS system. Intergraph is the most experienced and qualified vendor to perform the Department's TRIMS maintenance. During the course of the TRIMS Maintenance Contract, the Contractor shall deliver to the State the source code for any enhancements which it implements for the State free of charge. The Contractor shall deliver to the State with the TRIMS source code the ownership thereof and all copyrights thereto. The Contractor shall retain ownership of all copyrights in and all rights and title to intellectual concepts, procedures, methods, techniques and algorithms used in developing the TRIMS software, with the understanding that the State may utilize all of the above which are delivered as part of the source code for the State's specific

benefit. They have responded quickly to all requested task orders for software modifications and GIS integration services. We very much need to continue this relationship with Intergraph Corporation and feel this contract is in the best interest of the State and the Department until such time when the Department can assume the responsibility of maintaining and making required modifications to the system. During year one, a TRIMS Priority Tasking Plan will be implemented to coordinate the technology transfer of TRIMS computer software maintenance from an Intergraph Corporation contract to a TDOT IT staff supported environment. TRIMS Task Order Requests will be coordinated and jointly staffed by Intergraph Corporation, the TDOT TRIMS Section, and TDOT IT staff. During the first year, the TDOT IT staff, with Intergraph Corporation coordination and support, will provide software and database modifications and GIS integration services on selected TRIMS Task Orders. We feel this contract is in the best interest of the State and the Department.

**Year Two: 12 MONTHS (07/01/2006-06/30/2007)**

Maintenance for the TRIMS system will consist of software and database modifications and GIS integration services as it pertains to the TRIMS client/server system. Intergraph shall ensure TRIMS remains Y2K compliant after performing any maintenance, upgrades, or revisions. Such compliancy shall be made in writing with each software delivery to the State. TDOT IT staff will provide increased support for the technology transfer of TRIMS computer software maintenance from Intergraph Corporation. By the end of year two, the TDOT IT staff will be providing twenty-five percent (25%) of the TRIMS computer software maintenance.

**Year Three: 12 MONTHS (07/01/2007-06/30/2008)**

Maintenance for the TRIMS system will consist of software and database modifications and GIS integration services as it pertains to the TRIMS client/server system. Intergraph shall ensure TRIMS remains Y2K compliant after performing any maintenance, upgrades, or revisions. Such compliancy shall be made in writing with each software delivery to the State. TDOT IT staff will provide increased support for the technology transfer of TRIMS computer software maintenance from Intergraph Corporation. By the end of year three, the TDOT IT staff will be providing fifty percent (50%) of the TRIMS computer software maintenance.

**Year Four: 12 MONTHS (07/01/2008-06/30/2009)**

Maintenance for the TRIMS system will consist of software and database modifications and GIS integration services as it pertains to the TRIMS client/server system. Intergraph shall ensure TRIMS remains Y2K compliant after performing any maintenance, upgrades, or revisions. Such compliancy shall be made in writing with each software delivery to the State. TDOT IT staff will provide increased support for the technology transfer of TRIMS computer software maintenance from Intergraph Corporation. By the end of year four, the TDOT IT staff will be providing seventy-five percent (75%) of the TRIMS computer software maintenance.

**Year Five: 12 MONTHS (07/01/2009-06/30/2010)**

Maintenance for the TRIMS system will consist of software and database modifications and GIS integration services as it pertains to the TRIMS client/server system. Intergraph shall ensure TRIMS remains Y2K compliant after performing any maintenance, upgrades, or revisions. Such compliancy shall be made in writing with each software delivery to the State. TDOT IT staff will provide increased support for the technology transfer of TRIMS computer software maintenance from Intergraph Corporation. By the end of year five, the TDOT IT staff will be providing one hundred percent (100%) of the TRIMS computer software maintenance.

### III BUDGET

The TRIMS Computer Software Maintenance Contract for five-years will not exceed a maximum of \$1,245,000.00. As TDOT IT staff assumes more of the computer software maintenance, this contract cost will decrease.

## Summary of Cost Benefit Analysis

	A	B	C	D	E	F	G	H	I	J	K	L
1	<b>Project Name:</b>				<b>Project Number:</b>				<b>Project Phase:</b>			
2	TRIMS Computer Software Maintenance				402-00-421				Software Design & Maintenance			
3												
4	<b>Agency:</b>				<b>Date Last Revised:</b>				<b>Year 1 of Project (Fiscal Yr):</b>			
5	Department of Transportation				March 18, 2005				2006			
6												
7	<b>Executive Summary</b>											
8												
9	<b>Cost/Benefit Summary</b>											
10	Initial Cost:		Total New Dollars for All Years	Total New & Existing Dollars for All Years		Initial Cost Confidence Factor						
11	Operational Costs:	1,301,760		1,564,560		0.80						
12	Hard Dollar Benefits:	1,436,640		6,287,308								
13	Net Cost (costs minus benefits):	8,208,000		8,208,000								
14	Year of Payback: 2007	(5,469,600)		(356,132)								
15												
16	<b>Funding Summary</b>								<b>SDF Principal Payback</b>			
17	(SDF-A) Application Development		Total All Years (New)	Total All Years (New & Existing)					Total SDF Funds Borrowed:		Total All Years	
18	(SDF-H) Hardware	0	0	0					SDF Payback Funding Sources:		0	
19	(ERF) Equipment Replacement Fund	0	0	0					(S) State Improvement-One Time		0	
20	(S) State Improvement-One Time	1,101,760	1,101,760	1,101,760					(S) State Improvement-Recurring		0	
21	(S) State Improvement-Recurring	0	0	0					(SC) State Continuation		0	
22	(SC) State Continuation	0	0	0					(F) Federal		0	
23	(F) Federal	0	0	5,113,468					(O) Other		0	
24	(O) Other	0	0	0					(O) Other		0	
25	(O) Other	0	0	0					Total SDF Payback Funding:		0	
26	Total Funding:	1,101,760	1,101,760	6,215,228					Unfunded SDF Payback:		0	
27	(Overfunded) Unfunded Cost:	0	0	0								
28												
29	<b>Cost Figures are Actual thru FY:</b>											
30	Total Initial Dollars spent through 3/31/04	2004	0	0								
31	Total Initial Dollars projected to be spent from 3/31/04 through 6/30/04											
32	Total Initial Dollars yet to be spent:	1,301,760	1,301,760	1,564,560								
33												
34	<b>CBA Approval Dates</b>											
35												
36												
37												

## Summary of Cost Benefit Analysis

	A	B	C	D	E	F	G	H	I	J	K	L
	Total Project Cost (Including New and Existing Dollars)	Total all Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
38												
39	Total Initial Costs	1,564,560	862,800	701,760	0	0	0	0	0	0	0	0
40	Initiation / Planning (Analysis)	778,680	429,600	349,080	0	0	0	0	0	0	0	0
41	Design / Construction	623,904	343,680	280,224	0	0	0	0	0	0	0	0
42	Implementation	161,976	89,520	72,456	0	0	0	0	0	0	0	0
43	Total Operational Costs	6,287,308	359,225	433,222	761,574	843,584	778,395	587,928	601,798	680,199	630,943	610,440
44												
45	<b>New Dollar Costs Only</b>	Total all Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
46	Total Initial Costs	1,301,760	733,200	568,560	0	0	0	0	0	0	0	0
47	Initiation / Planning (Analysis)	650,280	366,000	284,280	0	0	0	0	0	0	0	0
48	Design / Construction	520,704	293,280	227,424	0	0	0	0	0	0	0	0
49	Implementation	130,776	73,920	56,856	0	0	0	0	0	0	0	0
50	Total Operational Costs	1,436,640	0	0	181,600	239,400	211,440	147,640	147,840	212,040	148,240	148,440
51												
52	<b>Financial Benefit Summary</b>	Total all Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
53	Increased Revenue - One Time	0	0	0	0	0	0	0	0	0	0	0
54	Increased Revenue - Annual	3,500,000	0	100,000	200,000	300,000	400,000	500,000	500,000	500,000	500,000	500,000
55	Decreased Cost - One Time	0	0	0	0	0	0	0	0	0	0	0
56	Decreased Cost - Annual	4,708,000	0	100,000	295,000	445,000	545,000	595,000	595,000	645,000	744,000	744,000
57	Total Benefits	8,208,000	0	200,000	495,000	745,000	945,000	1,095,000	1,095,000	1,145,000	1,244,000	1,244,000
58												
59	<b>Cumulative New Cost / Benefit Calculation</b>		2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
60	Cumulative Initial Costs		733,200	1,301,760	1,301,760	1,301,760	1,301,760	1,301,760	1,301,760	1,301,760	1,301,760	1,301,760
61	Cumulative Operational Costs		0	0	181,600	421,000	632,440	780,080	927,920	1,139,960	1,288,200	1,436,640
62	Cumulative Benefits		0	200,000	695,000	1,440,000	2,385,000	3,480,000	4,575,000	5,720,000	6,964,000	8,208,000
63	Cumulative cost minus benefits		733,200	1,101,760	788,360	282,760	(450,800)	(1,398,160)	(2,345,320)	(3,278,280)	(4,374,040)	(5,469,600)
64												
65												
66	<b>Year of Payback</b>	2007										
67												
68												
69												
70	<b>Soft Dollar Financial Benefits</b>	Total all Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
71		450,000	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
72												

## Summary of Cost Benefit Analysis

	A	B	C	D	E	F	G	H	I	J	K	L
		Total All Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
73	<b>Funding By Fiscal Year</b>											
74	Net New Costs to be Funded:	1,101,760	733,200	368,560	0	0	0	0	0	0	0	0
75	<b>Funding Sources:</b>											
76	(SDF-A) Application Development	0										
77	(SDF-H) Hardware	0										
78	(ERF) Equipment Replacement Fund	0										
79	(SI) State Improvement--One Time	1,101,760	733,200	368,560								
80	(SI) State Improvement--Recurring	0										
81	(SC) State Continuance	0										
82	(F) Federal -- Specify with comment	0										
83	(O) Other -- Specify with comment	0										
84	(O) Other -- Specify with comment	0										
85	Total New Funding:	1,101,760	733,200	368,560	0	0	0	0	0	0	0	0
86	Cumulative (Overfunded) Unfunded Cost:	0	0	0	0	0	0	0	0	0	0	0
87												
88	Funding of Existing Costs:	5,113,468	488,825	566,422	579,974	604,184	566,955	440,288	453,958	468,159	482,703	462,000
89	(SC) State Continuance	5,113,468	488,825	566,422	579,974	604,184	566,955	440,288	453,958	468,159	482,703	462,000
90	(F) Federal -- Specify with comment	0										
91	(O) Other -- Specify with comment	0										
92	Total Existing Funding:	5,113,468	488,825	566,422	579,974	604,184	566,955	440,288	453,958	468,159	482,703	462,000
93	Funding not specified:	0	0	0	0	0	0	0	0	0	0	0
94												
95	<b>SDF Payback by Fiscal Year</b>	Total All Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
96	SDF-A Funds Borrowed	0	0	0	0	0	0	0	0	0	0	0
97	SDF-H Funds Borrowed	0	0	0	0	0	0	0	0	0	0	0
98	ERF Funds Borrowed	0	0	0	0	0	0	0	0	0	0	0
99	Total SDF Funds Borrowed:	0	0	0	0	0	0	0	0	0	0	0
100												
101	<b>SDF Principal Payback Funding Sources:</b>	Total All Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
102	(SI) State Improvement--One Time	0										
103	(SI) State Improvement--Recurring	0										
104	(SC) State Continuance	0										
105	(F) Federal -- Specify with comment	0										
106	(O) Other -- Specify with comment	0										
107	(O) Other -- Specify with comment	0										
108	Total Principal Payback Funding:	0	0	0	0	0	0	0	0	0	0	0
109	Unfunded SDF Principal Payback:	0										
110												
111	<b>Funding and SDF Payback Comments:</b>											
112												
113												
114												
115												

## Initial Cost Assessment

	A	B	C	D	E	N	O	P	Y	Z	AA	AJ
1	Cost Category	Description	Cost Center/ Funding Source	Initiation / Planning 2006	Initiation / Planning 2007	Existing Cost	Design / Construction 2006	Design / Construction 2007	Existing Cost	Implementation 2006	Implementation 2007	Existing Cost
2	Confidence Factor: 0.80											
3												
4												
5	Personnel											
6	Project Management	1 IT Project Manager (20%)	402.81	4,200	4,300	no	3,360	3,440	no	840	860	no
7	Planning, Analysis, Design, Construction	1 IT DBA (50%), 2 IT Systems Analyst/Programmer (50%), 1 IT GIS Analyst (20%)	402.81	28,800	57,600	no	23,040	46,080	no	5,760	11,520	no
8	Test Management					no			no			no
9	Infrastructure: Project Mgmt, LAN/WAN, Systems					no			no			no
10	Data Resource Management					no			no			no
11	Business unit staff	TRIMS Support Section - 1 Information Systems Manager 1, 1 Information Systems Analyst Supervisor, 2 Information Systems Resource Specialists, 2 Information Systems Analysts, 1 Data Entry Supervisor, 3 Data Entry Operators.	405.31	53,000	54,000	yes	42,000	44,000	yes	11,000	11,000	yes
12	Other					no			no			no
13												
14	Software											
15	Purchase of application software	Intergraph Corporation	402.81	272,000	175,000	no	218,000	140,000	no	55,000	35,000	no
16	Purchase of system software					no			no			no
17	Purchase of Data Base software					no			no			no
18	Hardware											
19	Desktops					no			no			no
20	Notebooks, Tablets, Handhelds					no			no			no
21	Servers					no			no			no
22	Printers					no			no			no
23	Peripherals either for new work stations or to attach to existing work					no			no			no
24												
25	Hardware Installation											
26	Desktop					no			no			no
27	Server					no			no			no
28												
29												
30	Security											
31	Hardware & Software					no			no			no
32	Services Planning					no			no			no
33												

## Initial Cost Assessment

	A	B	C	D	E	N	O	P	Y	Z	AA	AJ
	Cost Category	Description	Cost Center/ Funding Source	Initiation / Planning 2006	Initiation / Planning 2007	Existing Cost	Design / Construction 2006	Design / Construction 2007	Existing Cost	Implementation 2006	Implementation 2007	Existing Cost
1	2											
34	Communications					no			no			no
35	Cabling											
36												
37	Data Conversion					no			no			no
38												
39	Documentation					no			no			no
40												
41	Training											
42	IS staff or Contractors					no			no			no
43	Business Unit staff	HQ and Region Training	405.31			no			no	2,000	2,000	yes
44												
45	Facilities					no			no			no
46	Additional Space					no			no			no
47	Work area					no			no			no
48	Furniture					no			no			no
49	Ergonomic Studies					no			no			no
50	Renovation of existing space					no			no			no
51												
52												
53												
54	Without Confidence Factor Applied:											
	Total Initial Cost (Including New and Existing Dollars)			358,000	290,900		286,400	233,520		74,600	60,380	
55		1,303,800										
56	Total Initial New Dollar Costs	1,084,800		305,000	236,900		244,400	189,520		61,600	47,380	
57	With Confidence Factor Applied:											
	Total Initial Cost (Including New and Existing Dollars)			429,600	349,080		343,680	280,224		89,520	72,456	
58		1,564,560										
59	Total Initial New Dollar Costs	1,301,760		366,000	284,280		293,280	227,424		73,920	56,856	

	A	B	C	D	E	F	G	H	I	J	K	L	M
	Cost Category	Description	Cost Center/ Funding Source	2006	Existing Costs	2007	Existing Costs	2008	Existing Costs	2009	Existing Costs	2010	Existing Costs
1	Personnel												
2	Project Management	1 IT Project Manager (40%)						8,800	no	9,000	no	9,200	no
3	Infrastructure: Project Mgmt, LAN/WAN, Systems	1 IT DBA (50%), 2 IT Systems Analyst/Programmer (100%), 1 IT GIS Analyst (40%)	402.81		no			172,800	no	230,400	no	138,240	no
4	Data Resource Management	1 IT Network Specialist (25%)			no				no				
5	Other - Business Unit Staff	TRIMS Support Section - 1 Information Systems Manager 1, 1 Information Systems Analyst Supervisor, 2 Information Systems Resource Specialists, 2 Information Systems Analysts, 1 Data Entry Supervisor, 3 Data Entry Operators.	405.31	246,000	yes	254,000	yes	262,000	yes	385,000	yes	396,000	yes
6													
7													
8	Software				no		no		no		no		no
9	Application Software Lease or License Fees				no		no		no		no		no
10	Application Software Maintenance or Upgrades	Intergraph Computer	402.83		no		yes	200,000	yes	100,000	yes	50,000	yes
11	DBMS Software Lease or License Fees	Included in maintenance costs			no		no		no		no		no
12	DBMS Software Maintenance or Upgrades	Included in maintenance costs			no		no		no		no		no
13	System Software Lease or License Fees	Included in maintenance costs			no		no		no		no		no
14	Systems Software Maintenance or Upgrades	Intergraph Monthly Software Maintenance	402.83	90,000	yes	90,000	yes	90,000	yes	90,000	yes	90,000	yes
15													
16	Training and Travel												
17	IS staff or Contractors				no		no		no		no		no
18	Business Unit Staff		405.31	0	no	0	no	2,500	yes	2,500	yes	3,000	yes
19	Consulting Staff				no		no		no		no		no
20													
21	On-going Operations												
22	Telecommunications & Network Services				no		no		no		no		no
23	OIR Shared or Co-located Server Costs				no		no		no		no		no
24	Data Conversion				no		no		no		no		no
25	Contracted Services				no		no		no		no		no



	A	B	C	D	E	F	G	H	I	J	K	L	M
	Cost Category	Description	Cost Center/ Funding Source	2006	Existing Costs	2007	Existing Costs	2008	Existing Costs	2009	Existing Costs	2010	Existing Costs
1	Equipment Maintenance	Yearly Maintenance Cost	402.82	1,280	yes	1,280	yes	1,280	yes	1,280	yes	1,280	yes
26	Equipment Replacement	Server Replacement	402.82		no	64,000	yes		no		yes	64,000	no
27	Equipment Rental/Lease				no		no		no		no		no
28	Equipment Electricity				no		no		no		no		no
29	Equipment Climate Control				no		no		no		no		no
30	Security Equipment, Software, or Services				no		no		no		no		no
31	Peripheral Equipment	SAN Storage Cost - HQ and Regions	402.82	21,945	yes	23,942	yes	24,194	yes	25,404	yes	26,675	yes
32	Telephone Services				no		no		no		no		no
33	Supplies				no		no		no		no		no
34	Mail, Postage, Printing				no		no		no		no		no
35	Other				no		no		no		no		no
36	Portal costs												
37	Transaction Fees				no		no		no		no		no
38	Payment Fees [see Note 1]				no		no		no		no		no
39	General Administrative Fee (SDF)				no		no		no		no		no
40													
41													
42													
43													
44													
45		Grand Total All Years											
46	Total Operational Costs	6,287,308		359,225		433,222		751,574		843,584		778,395	
47	Total New Dollar Operational Costs	1,436,640		0		0		181,600		239,400		211,440	

	A	B	N	O	P	Q	R	S	T	U	V	W
	Cost Category	Description	2011	Existing Costs	2012	Existing Costs	2013	Existing Costs	2014	Existing Costs	2015	Existing Costs
1	Personnel											
2	Project Management	1 IT Project Manager (40%)	9,400	no	9,600	no	9,800	no	10,000	no	10,200	no
3	Infrastructure: Project Mgmt, LAN/WAN, Systems	1 IT DBA (50%), 2 IT Systems Analyst/Programmer (100%), 1 IT GIS Analyst (40%)	138,240	no	138,240	no	138,240	no	138,240	no	138,240	no
4												
5	Data Resource Management	1 IT Network Specialist (25%)		no		no		no		no		no
	Other - Business Unit Staff	TRIMS Support Section - 1 Information Systems Manager 1, 1 Information Systems Analyst Supervisor, 2 Information Systems Resource Specialists, 2 Information Systems Analysts, 1 Data Entry Supervisor, 3 Data Entry Operators.	408,000	yes	420,000	yes	433,000	yes	446,000	yes	459,000	yes
6												
7												
8	Software			no		no		no		no		no
9	Application Software Lease or License Fees			no		no		no		no		no
10	Application Software Maintenance or Upgrades	Intergraph Computer	0	no	0	no	0	no	0	no	0	no
11	DBMS Software Lease or License Fees	Included in maintenance costs		no		no		no		no		no
12	DBMS Software Maintenance or Upgrades	Included in maintenance costs		no		no		no		no		no
13	System Software Lease or License Fees	Included in maintenance costs		no		no		no		no		no
14	Systems Software Maintenance or Upgrades	Intergraph Monthly Software Maintenance	0	no	0	no	0	no	0	no	0	no
15												
16	Training and Travel											
17	IS staff or Contractors			no		no		no		no		no
18	Business Unit Staff		3,000	yes	3,000	yes	3,000	yes	3,000	yes	3,000	yes
19	Consulting Staff			no		no		no		no		no
20												
21	On-going Operations											
22	Telecommunications & Network Services			no		no		no		no		no
23	OIR Shared or Co-located Server Costs			no		no		no		no		no
24	Data Conversion			no		no		no		no		no
25	Contracted Services			no		no		no		no		no

	A	B	N	O	P	Q	R	S	T	U	V	W
		Description	2011	Existing Costs	2012	Existing Costs	2013	Existing Costs	2014	Existing Costs	2015	Existing Costs
1	Cost Category											
26	Equipment Maintenance	Yearly Maintenance Cost	1,280	yes	1,280	yes	1,280	yes	1,280	yes		no
27	Equipment Replacement	Server Replacement		no		yes	64,000	no		no		no
28	Equipment Rental/Lease			no		no		no		no		no
29	Equipment Electricity			no		no		no		no		no
30	Equipment Climate Control			no		no		no		no		no
31	Security Equipment, Software, or Services			no		no		no		no		no
32	Peripheral Equipment	SAN Storage Cost - HQ and Regions	28,008	yes	29,678	yes	30,879	yes	32,423	yes		no
33	Telephone Services			no		no		no		no		no
34	Supplies			no		no		no		no		no
35	Mail, Postage, Printing			no		no		no		no		no
36	Other			no		no		no		no		no
37												
38	Portal costs											
39	Transaction Fees			no		no		no		no		no
40	Payment Fees [see Note 1]			no		no		no		no		no
41												
42	General Administrative Fee (SDF)			no		no		no		no		no
43												
44			Operational Costs 2011	Operational Costs 2012	Operational Costs 2013	Operational Costs 2014	Operational Costs 2015					
45		Grand Total All Years	6,287,308	587,928	601,798	630,943	610,440					
46	Total Operational Costs											
47	Total New Dollar Operational Costs		1,436,640	147,640	147,840	212,040	148,240	148,440				

## Benefit Assessment

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
1															
2	Category	Benefit Number	Benefit Description	Confidence Factor	Benefit Type	2005	2006	2007	2008	2009	2010	2011	2012	2013	
3	Enhanced Service Benefits	1	Meet Federal and State mandated data collection and reporting requirements												
4		2	Maintain TRIMS data integrity using automated inventory, data maintenance, route modifications, field check modifications, auditing, and automated notifications												
5		3	Maintain TRIMS interfaces/integration with other TDOT Systems												
6		4	Enhance and expand capabilities for other government agencies and TDOT contractors to use and maintain TRIMS data												
7		5	Upgrade TRIMS to Oracle Spatial												
8		6	Increase TRIMS service to the Region												
9		7	Enable/enhance TRIMS*Web												
10		8	Enhance TRIMS Crash Data Maintenance, Analysis, Reporting and Accident Report Storage												
11		9	Enhance TRIMS Storage/Recovery Capabilities												
12		10	Upgrade Ramp Inventory												
13		11	Implement Dual Direction Inventory data maintenance/route modification, queries, and reports												
14		12	Increase Executive Level Management capabilities - Quad Screen Queries, Dashboard, etc												
15		13	Enhance GASB34 Reporting requirements												
16		14	Enhance TRIMS for Long Range Planning Project												
17															
18															
19	Enhanced Financial Benefits				R-A, R-O, D-A	R-A: increased revenue-annual					D-A: decreased costs-annual				
20	Soft Dollar:					R-O: increased revenue-one time					D-O: decreased costs-one time				
	Increased State Revenue				XXXX	0	0	0	0	0	0	0	0	0	
21															
22	Cost Redirection		Increased TRIMS work or resource efficiency and increased data accuracy		XXXX	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
23	Cost Avoidance				XXXX	0	0	0							
24	Total Soft Dollar Benefits:		450,000			0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
25	Hard Dollar:														

## Benefit Assessment

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1														
2	Category	Benefit Number	Benefit Description	Confidence Factor	Benefit Type	2005	2006	2007	2008	2009	2010	2011	2012	2013
26	Increased Agency Revenue				XXXX	0	0	0	0	0	0	0	0	0
27	Increased Agency Revenue		Increased Federal and State funding through enhanced data collection and reporting efforts		R-A	0	100,000	200,000	300,000	400,000	500,000	500,000	500,000	500,000
28	Decreased Costs				XXXX									
29	Decreased Costs		Contractor Cost Avoidance		D-A	0	100,000	295,000	445,000	545,000	595,000	595,000	645,000	744,000
30														
31	Hard Dollar Totals:		Total All Years			2005	2006	2007	2008	2009	2010	2011	2012	2013
32	Revenue - One time		0	100		0	0	0	0	0	0	0	0	0
33	Revenue - Annual		3,500,000	100		0	100,000	200,000	300,000	400,000	500,000	500,000	500,000	500,000
34	Decreased Costs - One time		0	100		0	0	0	0	0	0	0	0	0
35	Decreased Costs - Annual		4,708,000	100		0	100,000	295,000	445,000	545,000	595,000	595,000	645,000	744,000
36														
37				Confidence Factor should be applied to each line item. This is not automatically calculated in the provided formulas.										

## Benefit Assessment

	A	B	C	O
1				
2	Category	Benefit Number	Benefit Description	2014
3	Enhanced Service	1	Meet Federal and State mandated data collection and reporting requirements	
4	Benefits	2	Maintain TRIMS data integrity using automated inventory, data maintenance, route modifications, field check modifications, auditing, and automated notifications	
5		3	Maintain TRIMS interfaces/integration with other TDOT Systems	
6		4	Enhance and expand capabilities for other government agencies and TDOT contractors to use and maintain TRIMS data	
7		5	Upgrade TRIMS to Oracle Spatial	
8		6	Increase TRIMS service to the Region	
9		7	Enable/enhance TRIMS*Web	
10		8	Enhance TRIMS Crash Data Maintenance, Analysis, Reporting and Accident Report Storage	
11		9	Enhance TRIMS Storage/Recovery Capabilities	
12		10	Upgrade Ramp Inventory	
13		11	Implement Dual Direction Inventory data maintenance/route modification, queries, and reports	
14		12	Increase Executive Level Management capabilities - Quad Screen Queries, Dashboard, etc	
15		13	Enhance GASB34 Reporting requirements	
16		14	Enhance TRIMS for Long Range Planning Project	
17				
18				
19	Enhanced Financial Benefits			
20	Soft Dollar:			
	Increased State Revenue			0
21				
22	Cost Redirection		Increased TRIMS work or resource efficiency and increased data accuracy	50,000
23	Cost Avoidance			
24	Total Soft Dollar Benefits:		450,000	50,000
25	Hard Dollar:			

## Benefit Assessment

1	A		B	C		O
	Category	Benefit Number	Benefit Description		2014	
26	Increased Agency Revenue				0	
27	Increased Agency Revenue		Increased Federal and State funding through enhanced data collection and reporting efforts		500,000	
28	Decreased Costs					
29	Decreased Costs					
30			Contractor Cost Avoidance		744,000	
31	Hard Dollar Totals:		Total All Years	2014		
32	Increased Agency Revenue - One time			0	0	
33	Increased Agency Revenue - Annual		3,500,000	500,000		
34	Decreased Costs - One time			0	0	
35	Decreased Costs - Annual		4,708,000	744,000		
36						
37						

## Risk Assessment

A		B		C		D	E	F
Risk Factor		High Risk		Normal Risk		High	Normal	NA
1	Mainline impact	Major impact on organization's main business objective and goals		Minimal impact on organization's main business objective and goals		X		
2	Commitment by management	Senior management not actively involved		Management is committed to project			X	
3	Project length	Over 1 year		1 year or less		X		
4	Project team size	Over 10 people		10 people or less		X		
5	Project team experience	Project team staffed with inexperienced personnel or does not have appropriate functional and / or technical skill		Project team staffed with experienced personnel with appropriate functional and technical skills			X	
6	Percentage of time key project members dedicated to the project	Less than 50%		More than 50%			X	
7	Project manager experienced	No prior experience in this type project		Experience in this type project			X	
8	Number of outside organizations or agencies to coordinate	2 or more		Less than 2		X		
9	User participation	Minimum user participation		User personnel actively participating in project				
10	User support	Users / sponsors are not committed to project		Strong user sponsorship			X	
11	User impact	Significant impact on user daily operations		Minimal impact on user daily operations		X		
12	Cost benefit analysis	Approximations used are not based on proven practice standards (estimating guidelines)		Costs from quotes and proven practice standards (estimating guidelines)			X	
13	Existence of a clear business plan	No		Yes, and used for project planning			X	
14	Scheduled completion	Inflexible completion dates (absolute deadline) with little delay tolerance because other development depends on the completion		Completion dates are set but no other development or processing depends on the completion			X	
15	Hardware / Software	Vendor or specific equipment or software does not have proven record or performance		Vendor and / or specific equipment or software has proven performance			X	
16	System complexity	Pioneering, new hardware / software, extensive software modifications		No significant unique or new considerations, minor software modifications		X		
17	Project size	More than 1,000 workdays		Less than 1,000 workdays		X		
18	Quality of data to convert	Complex data base conversion requirements or questionable data integrity		Data conversion is straight forward			X	
19	Required level of security	High security level required for data: storage, transmission, access		No significant security requirements beyond basic network security		X		
20								